

## **EXHIBIT C**

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF QUEENS

-----X  
ANITA BRYANT,

Plaintiff,

-against-

LEHMAN BROTHERS HOLDINGS INC., HENEGAN  
CONSTRUCTION CO., INC., 1301 PROPERTIES, L.L.C.,  
and EQUITY OFFICE PROPERTIES MANAGEMENT  
CORP.,

Defendants.  
-----X

INDEX # 25563/05

Plaintiff designates

QUEENS

County as Place of Trial

The basis of the venue is  
Plaintiff's residence

**AMENDED SUMMONS**

Plaintiff's Address:

155-26 Jewel Avenue  
Flushing, NY 11367

TO THE DEFENDANTS:

YOU ARE HEREBY SUMMONED to answer the complaint in this action and to serve a copy of your answer or, if the complaint is not served with summons, to serve a notice of appearance, on the Plaintiffs' Attorneys within 20 days after the service of this summons, exclusive of the date of service (or within 30 days after the service is complete if this summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

Dated: Carle Place, New York  
December 27, 2005

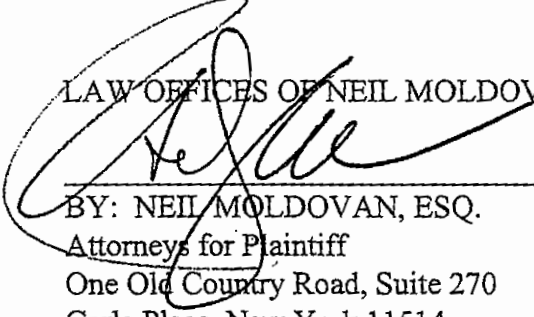
Defendants' Addresses:

**1301 Properties, L.L.C.**  
80 State Street  
Albany, NY 12207

**Lehman Brothers Holdings Inc.**  
745 7<sup>th</sup> Ave  
New York, New York 10019

**Henegan Construction Co., Inc.**  
250 West 30<sup>th</sup> Street  
New York, New York 10001

LAW OFFICES OF NEIL MOLDOVAN, P.C.

  
BY: NEIL MOLDOVAN, ESQ.

Attorneys for Plaintiff

One Old Country Road, Suite 270  
Carle Place, New York 11514  
(516) 294-3300

**Equity Office Properties Management Corp.**  
2 N. Riverside Plaza, #1600  
Chicago, Illinois 60606

**RECEIVED**

**JAN 03 2006**

**COUNTY CLERK  
QUEENS COUNTY**

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF QUEENS

-----X  
ANITA BRYANT,

Plaintiff,

--against--

LEHMAN BROTHERS HOLDINGS INC., HENEGAN  
CONSTRUCTION CO., INC., 1301 PROPERTIES, L.L.C.,  
and EQUITY OFFICE PROPERTIES MANAGEMENT  
CORP.,

Defendants.  
-----X

**AMENDED VERIFIED**  
**COMPLAINT**  
**INDEX # 25563/05**

Plaintiff, by her attorneys, THE LAW OFFICES OF NEIL MOLDOVAN, P.C.

complaining of the Defendants above-named, upon information and belief, allege as follows:

1. That at all times herein mentioned, the plaintiff, was and still is a resident of the County of Queens, City and State of New York.
2. That at all times herein mentioned, Defendant, LEHMAN BROTHERS HOLDINGS INC. (hereinafter "LEHMAN") was and still is a foreign Delaware for profit corporation duly organized and existing by virtue of the laws of the State of Delaware and LEHMAN is authorized to do business in the State of New York.
3. LEHMAN is conducting business in the State of New York.
4. That at all times herein mentioned, Defendant, HENEGAN CONSTRUCTION CO., INC. (hereinafter "HENEGAN") was and still is a domestic for profit corporation duly organized existing by virtue of the laws of the State of New York and is authorized to do business in the State of New York.

5. That at all times herein mentioned, Defendant, 1301 PROPERTIES, L.L.C.  
(hereinafter "1301") was and still is a domestic Limited Liability Corporation  
duly organized existing by virtue of the laws of the State of New York and is  
authorized to do business in the State of New York.
6. That at all times herein mentioned, Defendant, EQUITY OFFICE  
PROPERTIES MANAGEMENT CORP., (hereinafter "EQUITY ") was and  
still is a foreign Delaware for profit corporation duly organized and existing by  
virtue of the laws of the State of Delaware and EQUITY is authorized to do  
business in the State of New York.

**AS AND FOR A FIRST CAUSE OF ACTION AGAINST DEFENDANT, LEHMAN  
BROTHERS HOLDINGS INC., ON BEHALF OF PLAINTIFF ANITA BRYANT**

7. That at all times herein mentioned, on or about the 26<sup>th</sup> day of April, 2005,  
Defendant, LEHMAN, owned the premises known as 1301 6<sup>th</sup> Avenue in the  
County of New York, City and State of New York.
8. That at all times herein mentioned, Defendant, LEHMAN, its agents, servants  
and/or employees operated the aforesaid premises.
9. That at all times herein mentioned, Defendant, LEHMAN, its agents, servants  
and/or employees managed the aforesaid premises.
10. That at all times herein mentioned, the Defendant, LEHMAN, its agents,  
servants and/or employees controlled the aforesaid premises.
11. That at all times herein mentioned, Defendant, LEHMAN, its agents, servants  
and/or employees, maintained the aforesaid premises.
12. That at all times herein mentioned Defendant, LEHMAN, its agents, servants

and/or employees repaired the aforesaid premises.

13. That on or about the 26<sup>th</sup> day of April, 2005, Plaintiff, ANITA BRYANT was in the course of her employment with Unity Electric, Co., Inc. at the aforesaid premises.
14. That at all times herein mentioned, Defendant, LEHMAN, engaged the services of Defendant, HENEGAN, to perform work at the premises, pursuant to a written/oral contract.
15. That at all times herein mentioned, Defendant, LEHMAN, its agents, servants and/or employees, engaged the services of Unity Electric Co., Inc. to perform work at said premises pursuant to a written/oral contract..
16. That on or about the 26<sup>th</sup> day of April, 2005, Plaintiff, ANITA BRYANT, while working in the employ of Unity Electric Co., Inc. at the aforementioned premises in a manner that a prudent person would, was caused to slip on debris and fall thereat sustaining severe personal injuries as a result of the negligence of Defendant.
17. That Defendant violated Labor Law Sections 200, 240 and 241.
18. That said occurrence was due to the negligence of the Defendant, its agents, servants and/or employees in the ownership, maintenance, control and repair of said area; in permitting and allowing said premises to become and remain in a loose, defective, condition; in failing to forward off the dangers then and there existing; in causing, permitting and allowing said area to become and remain and unsafe for use; in creating a nuisance and a trap, when Defendant knew or should have known that an incident such as the instant one would or could

occur.

19. That by reason of the premises aforesaid, this Plaintiff was rendered sick, sore, lame and disabled and her injuries upon information and belief are of a permanent character. That by reason thereof, she has been prevented from following her usual vocation and has been obliged to incur expense and obligations for medicines, medical care and attention and treatment and she verily believes that she will in the future be obliged to incur further expense and obligations for medicines, medical care and attention and treatment and continuous pain and suffering and be unable to follow her current vocation, all to her damage in the sum of FIVE MILLION (\$5,000,000.00) DOLLARS.
20. That as a result of the foregoing, Plaintiff, ANITA BRYANT, has been damaged in the sum of FIVE MILLION (\$5,000,000.00) DOLLARS.

**AS AND FOR A SECOND CAUSE OF ACTION AGAINST DEFENDANT. HENEGAN  
CONSTRUCTION CO., INC., ON BEHALF OF PLAINTIFF ANITA BRYANT**

21. Plaintiff repeats, reiterates and realleges each and every allegation contained in paragraphs of the complaint designated "1" through "20", inclusive hereof, with the same force and effect as though said paragraphs were more fully and completely set forth herein.
22. That at all times herein mentioned, Defendant, HENEGAN, its agents, servants and/or employees managed the aforesaid premises.
23. That at all times herein mentioned, the Defendant, HENEGAN, its agents, servants and/or employees controlled the aforesaid premises.
24. That at all times herein mentioned, Defendant, HENEGAN, its agents, servants

and/or employees repaired the aforesaid premises.

25. That at all times herein mentioned, Defendant, HENEGAN, was the general contractor for the subject work.
26. That at all times herein mentioned, Defendant, HENEGAN, its agents, servants and/or employees, engaged the services of Unity Electric Co., Inc. to perform work at said premises.
27. That on or about the 26<sup>th</sup> day of April, 2005, Plaintiff, ANITA BRYANT, was in the course of her employment with Unity Electric Co., Inc. at the aforesaid premises.
28. That on or about the 26<sup>th</sup> day of April, 2005, Plaintiff, ANITA BRYANT, while working at the aforementioned premises in a manner that a prudent person would, was caused to slip on debris and fall thereat sustaining severe personal injuries as a result of the negligence of Defendant.
29. That Defendant violated Labor Law Sections 240 and 241.
30. That said occurrence was due to the negligence of the Defendant, its agents, servants and/or employees in the management, maintenance, control and repair of said area; in permitting and allowing said premises to become and remain in a loose, defective, condition; in failing to forewarn of the dangers then and there existing; in causing, permitting and allowing said area to become and remain and unsafe for use; in creating a nuisance and a trap, when Defendant knew or should have known that an incident such as the instant one would or could occur.
31. That by reason of the premises aforesaid, this Plaintiff was rendered sick, sore,

lame and disabled and her injuries upon information and belief are of a permanent character. That by reason thereof, she has been prevented from following his usual vocation and has been obliged to incur expense and obligations for medicines, medical care and attention and treatment and she verily believes that she will in the future be obliged to incur further expense and obligations for medicines, medical care and attention and treatment and continuous pain and suffering and be unable to follow her current vocation, all to her damage in the sum of FIVE MILLION (\$5,000,000.00) DOLLARS.

32. That as a result of the foregoing, Plaintiff, ANITA BRYANT, has been damaged in the sum of FIVE MILLION (\$5,000,000.00) DOLLARS.

**AS AND FOR A THIRD CAUSE OF ACTION AGAINST DEFENDANT, 1301  
PROPERTIES, L.L.C. ON BEHALF OF PLAINTIFF ANITA BRYANT**

33. Plaintiff repeats, reiterates and realleges each and every allegation contained in paragraphs of the complaint designated "1" through "32", inclusive hereof, with the same force and effect as though said paragraphs were more fully and completely set forth herein.
34. That at all times herein mentioned, on or about the 26<sup>th</sup> day of April, 2005, Defendant, 1301, owned the premises known as 1301 6<sup>th</sup> Avenue in the County of New York, City and State of New York.
35. That at all times herein mentioned, Defendant, 1301, its agents, servants and/or employees operated the aforesaid premises.
36. That at all times herein mentioned, Defendant, 1301, its agents, servants and/or employees managed the aforesaid premises.



37. That at all times herein mentioned, the Defendant, 1301, its agents, servants and/or employees controlled the aforesaid premises.
38. That at all times herein mentioned, Defendant, 1301, its agents, servants and/or employees, maintained the aforesaid premises.
39. That at all times herein mentioned Defendant, 1301, its agents, servants and/or employees repaired the aforesaid premises.
40. That on or about the 26<sup>th</sup> day of April, 2005, Plaintiff, ANITA BRYANT was in the course of her employment with Unity Electric, Co., Inc. at the aforesaid premises.
41. That at all times herein mentioned, Defendant, 1301, engaged the services of Defendant, HENEGAN, to perform work at the premises, pursuant to a written/oral contract.
42. That at all times herein mentioned, Defendant, 1301, its agents, servants and/or employees, engaged the services of Unity Electric Co., Inc. to perform work at said premises.
43. That at all times herein mentioned, Defendant HENEGAN, engaged the services of Defendant, 1031, it agents, servants and/or employees to perform work at said premises.
44. That on or about the 26<sup>th</sup> day of April, 2005, Plaintiff, ANITA BRYANT, while working in the employ of Unity Electric Co., Inc. at the aforementioned premises in a manner that a prudent person would, was caused to slip on debris and fall thereat sustaining severe personal injuries as a result of the negligence of Defendant.

45. That Defendant violated Labor Law Sections 200, 240 and 241.
46. That said occurrence was due to the negligence of the Defendant, its agents, servants and/or employees in the ownership, maintenance, control and repair of said area; in permitting and allowing said premises to become and remain in a loose, defective, condition; in failing to forward off the dangers then and there existing; in causing, permitting and allowing said area to become and remain and unsafe for use; in creating a nuisance and a trap, when Defendant knew or should have known that an incident such as the instant one would or could occur.
47. That by reason of the premises aforesaid, this Plaintiff was rendered sick, sore, lame and disabled and her injuries upon information and belief are of a permanent character. That by reason thereof, she has been prevented from following her usual vocation and has been obliged to incur expense and obligations for medicines, medical care and attention and treatment and she verily believes that she will in the future be obliged to incur further expense and obligations for medicines, medical care and attention and treatment and continuous pain and suffering and be unable to follow her current vocation, all to her damage in the sum of FIVE MILLION (\$5,000,000.00) DOLLARS.
48. That as a result of the foregoing, Plaintiff, ANITA BRYANT, has been damaged in the sum of FIVE MILLION (\$5,000,000.00) DOLLARS.

**AS AND FOR A FOURTH CAUSE OF ACTION AGAINST DEFENDANT, EQUITY  
OFFICE PROPERTIES MANAGEMENT CORP., ON BEHALF OF PLAINTIFF ANITA  
BRYANT**

49. Plaintiff repeats, reiterates and realleges each and every allegation contained in paragraphs of the complaint designated "1" through "48", inclusive hereof, with the same force and effect as though said paragraphs were more fully and completely set forth herein.
50. That at all times herein mentioned, on or about the 26<sup>th</sup> day of April, 2005, Defendant, EQUITY, owned the premises known as 1301 6<sup>th</sup> Avenue in the County of New York, City and State of New York.
51. That at all times herein mentioned, Defendant, EQUITY, its agents, servants and/or employees operated the aforesaid premises.
52. That at all times herein mentioned, Defendant, EQUITY, its agents, servants and/or employees managed the aforesaid premises.
53. That at all times herein mentioned, the Defendant, EQUITY, its agents, servants and/or employees controlled the aforesaid premises.
54. That at all times herein mentioned, Defendant, EQUITY, its agents, servants and/or employees, maintained the aforesaid premises.
55. That at all times herein mentioned Defendant, EQUITY, its agents, servants and/or employees repaired the aforesaid premises.
56. That on or about the 26<sup>th</sup> day of April, 2005, Plaintiff, ANITA BRYANT was in the course of her employment with Unity Electric, Co., Inc. at the aforesaid premises.

57. That at all times herein mentioned, Defendant, EQUITY, engaged the services of Defendant, HENEGAN, to perform work at the premises, pursuant to a written/oral contract.
58. That Defendant, EQUITY, engaged the services of Defendant, 1301, to perform work at the premises pursuant to a written/oral contract.
59. That at all times herein mentioned, Defendant, EQUITY, its agents, servants and/or employees, engaged the services of Unity Electric Co., Inc. to perform work at said premises.
60. That on or about the 26<sup>th</sup> day of April, 2005, Plaintiff, ANITA BRYANT, while working in the employ of Unity Electric Co., Inc. at the aforementioned premises in a manner that a prudent person would, was caused to slip on debris and fall thereat sustaining severe personal injuries as a result of the negligence of Defendant.
61. That Defendant violated Labor Law Sections 200, 240 and 241.
62. That said occurrence was due to the negligence of the Defendant, its agents, servants and/or employees in the ownership, maintenance, control and repair of said area; in permitting and allowing said premises to become and remain in a loose, defective, condition; in failing to forward off the dangers then and there existing; in causing, permitting and allowing said area to become and remain and unsafe for use; in creating a nuisance and a trap, when Defendant knew or should have known that an incident such as the instant one would or could occur.
63. That by reason of the premises aforesaid, this Plaintiff was rendered sick, sore,

lame and disabled and her injuries upon information and belief are of a permanent character. That by reason thereof, she has been prevented from following her usual vocation and has been obliged to incur expense and obligations for medicines, medical care and attention and treatment and she verily believes that she will ~~in the future~~ be obliged to incur further expense and obligations for medicines, medical care and attention and treatment and continuous pain and suffering and be unable to follow her current vocation, has been damaged in a sum of money that exceed the monetary jurisdiction of all lower Courts.

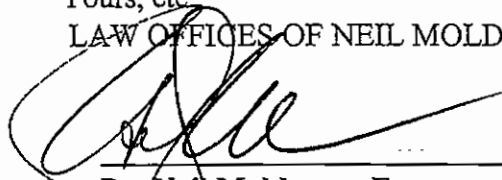
64. That as a result of the foregoing, Plaintiff, ANITA BRYANT, has been damaged in a sum of money that exceed the monetary jurisdiction of all lower Courts.

**WHEREFORE**, Plaintiff, ANITA BRYANT demands judgment against the Defendant, LEHMAN BROTHERS HOLDINGS INC., in the first cause of action in the sum of money that exceed the monetary jurisdiction of all lower Courts against the Defendant, HENEGAN CONSTRUCTION CO., INC., in the second cause of action in the sum of money that exceed the monetary jurisdiction of all lower Courts against the Defendant, 1301 PROPERTIES, L.L.C., in the third cause of action in the sum of money that exceed the monetary jurisdiction all lower Courts and against the Defendant, EQUITY OFFICE PROPERTIES MANAGEMENT CORP., in the fourth cause of action in the sum of money that exceed the monetary jurisdiction of all lower Courts, together with the costs and disbursements of this action.

Dated: Carle Place, New York  
December 27, 2005

Yours, etc.

LAW OFFICES OF NEIL MOLDOVAN, P.C.

A large, stylized handwritten signature in black ink, likely belonging to Neil Moldovan, is written over a horizontal line.

By: **Neil Moldovan, Esq.**

Attorneys for Plaintiff

One Old Country Road

Suite 270

Carle Place, NY 11514

STATE OF NEW YORK )  
: SS.:  
COUNTY OF NASSAU )

I, the undersigned, an attorney duly admitted to practice law in the State of  
New York, under penalties of perjury, does affirm:

That I am the principle of The Law Offices of Neil Moldovan, P.C., attorneys  
of record, for plaintiff, ANITA BRYANT in the within matter, and make this affirmation in  
accordance with CPLR 3020. I have read the within Amended Summons and Amended Verified  
Complaint and know the content thereof to be true to your affirmant's own knowledge, with the  
exception of those matter herein stated to be alleged upon information and belief, and as to those  
matters your affirmant believe them to be true. The grounds upon which your affirmant bases his  
belief regarding those matters not stated upon your affirmant's knowledge are : Review of file  
and conversations with plaintiff.

This verification is made by your affirmant and not by plaintiff for the  
following reason: Plaintiff resides outside the county where deponent maintains his office.

Dated: Carle Place, New York  
December 27, 2005



NEIL MOLDOVAN, ESQ.

STATE OF NEW YORK)

: ss

COUNTY OF NASSAU )

Jeremy Glicksman, being duly sworn, states as follows:

I am over 18 years of age, not a party to the within action, and reside in Nassau, New York.


On December 27, 2005, I served the annexed **AMENDED SUMMONS AND AMENDED VERIFIED COMPLAINT** upon the parties listed below by mailing a true and complete copy of same in a postage pre-paid envelope, and depositing same in a post office or official depository of the United States Postal Service within New York State, at the last known address of the addressee (s) as set forth herein.

TO: AHMUTY, DEMERS & McMANUS, ESQS.  
Attorneys for Defendants  
1301 PROPERTIES L.L.C. and EQUITY OFFICE  
PROPERTIES MANAGEMENT CORP.  
200 I.U. Willets Road  
Albertson, NY 11507

  
JEREMY GLICKSMAN

Sworn to before me this  
27th day of December, 2005.

  
NOTARY PUBLIC

AMELIA LIPSEY  
Notary Public, State of New York  
No. 01LI6040254  
Qualified in Nassau County  
Commission Expires April 17, 2006 



ANITA BRYANT,

Plaintiff,

-against-

LEHMAN BROTHERS HOLDINGS INC., HENEGAN  
CONSTRUCTION CO., INC., 1301 PROPERTIES, L.L.C.,  
and EQUITY OFFICE PROPERTIES MANAGEMENT CORP.

JAN 04 2006

Defendants.

**AMENDED SUMMONS AND AMENDED VERIFIED COMPLAINT**

Pursuant to 22 NYCRR 130-1.1, the undersigned, an attorney admitted to practice in the courts of New York State, certifies that, upon information and belief and reasonable inquiry, the contentions contained in the annexed document are not frivolous.

Law Offices of

Neil Moldovan, P.C.

Attorney(s) for

By:

Print Signer's Name:

Office and Post Office Address, Telephone

ONE OLD COUNTRY ROAD, SUITE 270

CARLE PLACE, NEW YORK 11514

Tel. 516-294-3308 • Fax 516-294-4019

Dated: , 200

To

Service of a copy of the within  
is hereby admitted.

Dated: ..... 20.....

Attorney(s) for

**PLEASE TAKE NOTICE:**

☐ **NOTICE OF ENTRY**

that the within is a (certified) true copy of a  
duly entered in the office of the clerk of the within named court on

20

☐ **NOTICE OF SETTLEMENT**

that an order  
will be presented for settlement to the HON.  
within named Court, at  
on 20 at M.

of which the within is a true copy  
one of the judges of the

Dated,

Yours, etc.

Law Offices of

Neil Moldovan, P.C.

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF QUEENS

-----X  
ANITA BRYANT,

*Index No. 25563/05*

Plaintiff(s),

**ANSWER TO  
AMENDED VERIFIED  
COMPLAINT**

- against -

LEHMAN BROTHERS HOLDINGS INC., HENEGAN  
CONSTRUCTION CO., INC., 1301 PROPERTIES,  
L.L.C., and EQUITY OFFICE PROPERTIES  
MANAGEMENT CORP.,

Defendant(s).  
-----X

**COUNSELLORS:**

The Law Office of MICHAEL F.X. MANNING, as attorney and on behalf  
of defendant **LEHMAN BROTHERS HOLDINGS INC.**, answering the Verified  
Complaint of plaintiff herein, upon information and belief, respectfully alleges:

**FIRST:** Denies any sufficient knowledge or information to form a belief as  
to the truth or falsity of the allegations contained in paragraphs of the Complaint  
designated "1", "3", "5" and "6" and refers all questions of law to the Court.

**AS AND FOR AN ANSWER TO THE FIRST CAUSE OF ACTION AGAINST  
DEFENDANT, LEHMAN BROTHERS HOLDINGS INC., ON BEHALF OF  
PLAINTIFF ANITA BRYANT**

**SECOND:** Denies any sufficient knowledge or information to form a belief as  
to the truth or falsity of the allegations contained in paragraphs of the Complaint  
designated "7", "8", "9", "10", "11", "12" and "13" and refers all questions of law to  
the Court.

**THIRD:** Denies each and every allegation contained in paragraphs of the  
Complaint designated "14", except admits that an agreement between Lehman and  
Henegan existed on April 26, 2005 for certain work and/or services.

**FOURTH:** Denies each and every allegation contained in the paragraph of the Complaint designated **"15" and "20"**.

**FIFTH:** Denies each and every allegation contained in the paragraph of the Complaint designated **"16", "17" and "18"** otherwise denies any sufficient knowledge or information to form a belief as to the truth or falsity of the allegations and refers all questions of law to the Court.

**SIXTH:** Denies each and every allegation contained in the paragraph of the Complaint designated **"19"**, and respectfully refers all questions of law to this Honorable Court.

***AS AND FOR AN ANSWER TO THE SECOND CAUSE OF ACTION  
AGAINST DEFENDANT, HENEGAN CONSTRUCTION CO., INC., ON BEHALF  
OF PLAINTIFF BRYANT***

**SEVENTH:** Responding to the paragraph of the Complaint designated **"21"**, repeats and reiterates each and every admission, denial and other response heretofore made to the preceding paragraphs with the same force and effect as if set forth at length herein.

**EIGHTH:** Upon information and belief denies each and every allegation contained in the paragraph of the Complaint designated **"22", "23" and "24"** and respectfully refers all questions of law to this Honorable Court.

**NINTH:** Denies any sufficient knowledge or information to form a belief as to the truth or falsity of the allegations contained in paragraphs of the Complaint designated "25", "26" and "27", and refers all questions of law to the Court.

**TENTH:** Denies each and every allegation contained in the paragraph of the Complaint designated "28", "29", "30" and "31", otherwise denies any sufficient knowledge or information to form a belief as to the truth or falsity of the allegations and refers all questions of law to the Court.

**ELEVENTH:** Denies each and every allegation contained in the paragraph of the Complaint designated "32".

***AS AND FOR AN ANSWER TO THE THIRD CAUSE OF ACTION AGAINST  
DEFENDANT, 1301 PROPERTIES, L.L.C. ON BEHALF OF  
PLAINTIFF ANITA BRYANT***

**TWELFTH:** Responding to the paragraph of the Complaint designated "33", repeats and reiterates each and every admission, denial and other response heretofore made to the preceding paragraphs with the same force and effect as if set forth at length herein.

**THIRTHTEENTH:** Denies any sufficient knowledge or information to form a belief as to the truth or falsity of the allegations contained in paragraphs of the Complaint designated "34", "35", "36", "37", "38", "39", "40", "42" and "43" and refers all questions of law to the Court.

**FOURTEENTH:** Upon information and belief denies each and every allegation contained in the paragraph of the Complaint designated "41" and refers all questions of law to the Court.

**FIFTEENTH:** Denies each and every allegation contained in the paragraphs of the Complaint designated "44", "45" and "46" as to this answering defendant otherwise denies any sufficient knowledge or information to form a belief as to the truth or falsity of the allegations contained in said paragraphs of the Complaint and refers all questions of law to the Court.

**SIXTEENTH:** Denies each and every allegation contained in the paragraph of the Complaint designated "47", and respectfully refers all questions of law to this Honorable Court.

**SEVENTEENTH:** Denies each and every allegation contained in the paragraph of the Complaint designated "48".

***AS AND FOR AN ANSWER TO THE FOURTH CAUSE OF ACTION AGAINST  
DEFENDANT, EQUITY OFFICE PROPERTIES MANAGEMENT CORP., ON  
BEHALF OF PLAINTIFF ANITA BRYANT***

**EIGHTEENTH:** Responding to the paragraph of the Complaint designated "49", repeats and reiterates each and every admission, denial and other response heretofore made to the preceding paragraphs with the same force and effect as if set forth at length herein.

**NINETEENTH:** Denies any sufficient knowledge or information to form a belief as to the truth or falsity of the allegations contained in paragraphs of the Complaint designated "50", "51", "52", "53", "54", "55", "56", "58" and "59" and refers all questions of law to the Court.

**TWENTIETH:** Upon information and belief denies each and every allegation contained in the paragraph of the Complaint designated "57", and refers all questions of law to the Court.

**TWENTY-FIRST:** Denies each and every allegation contained in the paragraph of the Complaint designated “60”, “61” and “62” as to this answering defendant; otherwise denies any sufficient knowledge or information to form a belief as to the truth or falsity of the allegations contained in said paragraphs of the Complaint and refers all questions of law to the Court.

**TWENTY-SECOND:** Denies each and every allegation contained in the paragraph of the Complaint designated “63”, and respectfully refers all questions of law to this Honorable Court.

**TWENTY-THIRD:** Denies each and every allegation contained in the paragraph of the Complaint designated “64”.

**AS AND FOR A FIRST AFFIRMATIVE DEFENSE**

The injuries and damages allegedly sustained by plaintiff were caused in whole or in part by the culpable conduct of plaintiff, including negligence and assumption of risk, as a result of which the claim of plaintiff is therefore barred or diminished in the proportion that such culpable conduct of plaintiff bears to the total culpable conduct causing the alleged injuries and damages.

**AS AND FOR A SECOND AFFIRMATIVE DEFENSE**

That all the dangers and risks incident to the situation mentioned in the Complaint were open, obvious and apparent, and were known and assumed by plaintiff.

**AS AND FOR A THIRD AFFIRMATIVE DEFENSE**

This party's responsibility, if any and which is expressly denied herein, is less than 50% of any responsibility attributed to any tortfeasor, whether or not a party hereto, who is or may be responsible for the happening of plaintiff's alleged accident and thus, this party is entitled to a limitation of damages as set forth in CPLR Article 16.

**AS AND FOR A FOURTH AFFIRMATIVE DEFENSE**

That the plaintiff's alleged damages representing the cost of medical care, dental care, custodial care or rehabilitation services, loss of earnings or other economic loss were or will, with reasonable certainty, be replaced or indemnified, in whole or in part from a collateral source and the Court shall, pursuant to CPLR Section 4545(c), reduce the amount of any finding with respect to such alleged damages by the amount such damages were or will be replaced or indemnified by such collateral source.

**AS AND FOR A FIFTH AFFIRMATIVE DEFENSE**

Plaintiff's own actions were the sole proximate cause of any claimed injuries sustained by plaintiff.

**AS AND FOR A SIXTH AFFIRMATIVE DEFENSE**

That if plaintiff failed to use safety devices available to plaintiff at the time of the events alleged in the Complaint, then this party will prove, pursuant to law and Spier v. Barker, 35 N.Y.2d 444, that the failure of plaintiff to use such devices was negligence and was a reason and cause in whole or in part of the injuries allegedly sustained by plaintiff.

**AS AND FOR A SEVENTH AFFIRMATIVE DEFENSE**

Plaintiff's injuries, if any, were caused by parties other than the answering defendant.

**AS AND FOR A EIGHTH AFFIRMATIVE DEFENSE**

Plaintiff has failed to mitigate damages and the total damages recoverable are to be reduced in proportion to those damages which plaintiff has failed to mitigate.

Dated: February 10, 2006  
Melville, New York

Yours, etc.,



**ANNA-LISA BONVENTRE**

The Law Office of

**MICHAEL F.X. MANNING**

Attorneys for Defendants

**LEHMAN BROTHERS**

**HOLDINGS INC.**

100 Baylis Road, Suite 300

P.O. Box 9093

Melville, New York 11747

(631) 577-7200

TO:

LAW OFFICES OF NEIL MOLDOVAN, P.C.

Attorneys for Plaintiff

One Old Country Road, Suite 270

Carle Place, New York 11514

(516) 294-3300

LEHMAN BROTHERS HOLDINGS INC.

745 7<sup>th</sup> Avenue

New York, New York 10019

EQUITY OFFICE PROPERTIES MANAGEMENT  
CORP.

2 N. Riverside Plaza, #1600

Chicago, Illinois 60606

3101 PROPERTIES, L.L.C.

80 State Street

Albany, New York 12207



SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF QUEENS

-----X  
ANITA BRYANT,

- Index No. 25563/05

Plaintiff(s),

**DEMAND FOR  
BILL OF  
PARTICULARS**

- against -

LEHMAN BROTHERS HOLDINGS INC., HENEGAN  
CONSTRUCTION CO., INC., 1301 PROPERTIES,  
L.L.C., and EQUITY OFFICE PROPERTIES  
MANAGEMENT CORP.,

Defendant(s).  
-----X

**COUNSELLORS:**

**PLEASE TAKE NOTICE** that this answering party, represented by The Law  
Office of MICHAEL F.X. MANNING, the undersigned attorneys, requires that you serve  
upon said attorneys within thirty (30) days after service upon you of a copy of this  
demand, a Verified Bill of Particulars, setting forth the following:

1. State with respect to each plaintiff:
  - (a) Plaintiff's place and date of birth, all other names by which each plaintiff has ever been known, and social security number. If plaintiff is a married woman, state maiden name.
2. Give the day, date and exact time of the occurrence alleged in the Complaint.
3. With respect to the location where it is alleged the occurrence took place, state:
  - (a) the address of the premises in, at or near where the occurrence took place;
  - (b) the location where the occurrence took place as nearly as may be stated so as to permit ready identification and location;
  - (c) with regard to any stairway involved, specify the location of the stairway and of the step from which plaintiff claims to have fallen (street or ground floor to be counted as the first floor);

- (d) with regard to any sidewalk involved, the location of the condition of the sidewalk, setting forth the distance from the nearest curb or intersecting street or from the building line or from another described fixed object;
- (e) with regard to any other floor or other surface, the location thereof in sufficient detail to permit ready identification and location and by distance from at least three described fixed objects;
- (f) the location within the premises of any involved equipment, party or appurtenance (describe in adequate detail to permit ready identification and location);
- (g) with regard to any elevator involved the specific elevator involved (if there were more than one) and on what floor (or between what floors) was the elevator at the time of the occurrence.

4. Statement of the acts or omissions constituting the negligence claimed, if any, of the answering defendant.

5. If any dangerous or defective condition is alleged:

- (a) State the nature of the alleged dangerous or defective condition;
- (b) set forth the exact location of the defect;
- (c) state whether it will be claimed that the answering defendant had actual or constructive notice of the said condition;

6. If actual notice is claimed, a statement of when and to whom same was given, stating the names and dates;

- (a) if it is alleged that the answering defendant or the agent, servant, and/or employee of the answering defendant caused or created the condition, state the name of the person who caused or created the condition and the date when said condition was caused or created;

7. If constructive notice is claimed, state:

- (i) nature of condition;
- (ii) location of condition;
- (iii) duration of condition with date of inception to date constructive notice will be claimed to be given the answering defendant.

8. If it is claimed that the answering defendant breached any agreement, bailment, contract, lease, permit or warranty, or is liable pursuant to the terms of any agreement, bailment, contract, lease permit or warranty:

- (a) state whether such agreement, bailment, contract, lease, permit or warranty was oral or in writing;
- (b) If oral:
  - (i) On what date was said agreement, bailment, contract, lease, permit or warranty entered into?
  - (ii) Who acted on behalf of each party to it?
  - (iii) Set forth all of the terms and conditions of the agreement, bailment, contract, lease permit or warranty.
- (c) If in writing, set forth a full, true and complete copy of the agreement, bailment, contract, lease, permit or warranty.

9. State the manner in which it will be claimed that the answering defendant breached its agreement, bailment, contract, lease, permit or warranty.

10. If strict liability is claimed against the answering defendant, state:

- (a) the nature and basis of same; and
- (b) the manner in which the answering defendant is strictly liable;

11. If a nuisance and/or trespass is claimed,

- (a) conditions allegedly constituting same;
- (b) nature of said condition; and
- (c) length of time it was in existence prior to the date of the occurrence.

12. If res ipsa loquitor is claimed against the answering defendant, state the nature and basis of same.

13. If it is claimed that the answering defendant violated any law, ordinance, regulation, rule or statute, specify the title, chapter and section of the law, ordinance, regulation, rule or statute which it is alleged that the answering defendant violated.

14. State with respect to each plaintiff:

- (a) Plaintiff's occupation at the time of the occurrence, with a

description of plaintiff's duties;

- (b) The name and address of plaintiff's employer at the time of the alleged occurrence.
- (c) The daily or weekly earnings (gross and net) at the time of the occurrence.
- (d) If plaintiff was self-employed, set forth the business name and address of plaintiff and the annual income (gross and net) of plaintiff from said business.
- (e) Whether plaintiff was incapacitated from said employment; if so, the length of time including the specific dates that plaintiff was allegedly incapacitated from attending to said employment.
- (f) If plaintiff was a student, the name and address of the school attended and the dates, if any when plaintiff was absent from school.

15. Set forth the total amounts claimed to have been spent or incurred by or on behalf of each plaintiff (setting forth the name of each provider of services along with the amount of the bill and dates of treatment or consultation) for:

- (a) hospital, clinic or other medical institutions expenses;
- (b) x-rays;
- (c) physician and other health provider services;
- (d) nurses' services;
- (e) medical supplies;
- (f) loss of earnings and the basis of computation thereof; and
- (g) amount and nature (describing in detail of any other special damages claimed).

16. Set forth each and every injury and/or condition allegedly sustained by each plaintiff as a result of the said occurrence indicating:

- (a) its nature, extent, location and duration;
- (b) a complete description of any injury and/or condition claimed to be residual or permanent; and
- (c) the name and address of each physician or other medical practitioner treating or examining plaintiff; the date of each visit;

and whether treatment has ceased or is continuing.

17. Give the length of time and specific dates it is claimed that each plaintiff was confined, by reason of the alleged injuries:

- (a) to bed;
- (b) to house; and
- (c) if treated at or confined to a hospital or other medical facility, state the name and address thereof, and the dates of admission and discharge.

18. Pursuant to CPLR 3118 demand is hereby made that you furnish the undersigned with a verified statement setting forth the office address and residence of each plaintiff indicating the street and number, City and State.

19. If Labor Law violations are claimed, state:

- (a) section or regulation by number alleged to have been violated by the answering defendant;
- (b) nature and basis of same;
- (c) the manner in which the answering defendant is alleged to have violated same.

20. If it is claimed that Section 200 of the Labor Law was violated:

- (a) the connection if any, of the party represented by the undersigned to the methods and details of the work being performed;
- (b) set forth the basis and particulars of any claim that the plaintiff was not provided with reasonably safe place to work.

21. If it is claimed that Section 240(1) of the Labor Law was violated set forth:

- (a) how the plaintiff was not provided with proper protection;
- (b) state whether or not the plaintiff alleges he/she was not provided with any safety devices and if not, set forth the device or devices it will be alleged the plaintiff should have been provided with;
- (c) identify with particularity the nature of the hazard it will be alleged that from which the plaintiff was not given proper protection.

22. If it is alleged that the defendant violated Section 241(6) of the Labor Law, set forth:

- (a) the basis for the claim that the plaintiff was not provided with a

reasonably safe place to work;

- (b) set forth how the subject construction site was not so constructed, shored, equipped, guarded, arranged, operated and conducted as to provide a reasonable and adequate protection and safety;
- (c) set forth the title, part, section and subsection of the industrial code regulations that will be allegedly violated by the defendant;
- (d) state whether or not it will be claimed that there is any basis for attaching liability against the defendant represented by the undersigned other than by virtue of an alleged breach of the nondelegable duties imposed by the Labor Law and if so;
  - (i) set forth whether it is alleged that the defendant represented by the undersigned was actively and/or primarily negligent; and if so;
  - (ii) set forth the basis and nature of such active and/or primary negligence.

23. State whether or not it claimed that the defendant represented by the undersigned violated Section 241-a and if so:

- (a) state whether the plaintiff was working in or at an elevator shaftway, hatchway or stairwell;
- (b) set forth the dimensions of the elevator shaftway, hatchway and/or stairwell;
- (c) set forth the floor level of the building at which the plaintiff was working as well as the number of stories of said building above the level at which the plaintiff was working and the number of stories below;
- (d) set forth the basis of any allegation hereunder that the plaintiff was not given proper protection pursuant to such statute.

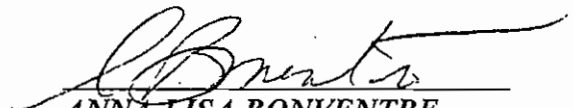
***PLEASE TAKE FURTHER NOTICE*** that in the event you have no knowledge of any or all of the above, same shall be so stated.

***PLEASE TAKE FURTHER NOTICE***, that these are continuing demands and supplemental responses up to the time the case is placed on the trial calendar are required.

***PLEASE TAKE FURTHER NOTICE***, that in the event of your failure to furnish such a Bill of Particulars within the said period of thirty (30) days, a motion will be made for an order precluding you from giving any evidence at the trial of the above items for which particulars have not been delivered in accordance with said demand.

Dated: February 10, 2006  
Melville, New York

Yours, etc.,

  
**ANNA-LISA BONVENTRE**  
The Law Office of  
MICHAEL F.X. MANNING  
Attorneys for Defendants  
**LEHMAN BROTHERS HOLDINGS  
INC.**  
100 Baylis Road, Suite 300  
P.O. Box 9093  
Melville, New York 11747  
(631) 577-7200

TO:

LAW OFFICES OF NEIL MOLDOVAN, P.C.  
Attorneys for Plaintiff  
One Old Country Road, Suite 270  
Carle Place, New York 11514  
(516) 294-3300

LEHMAN BROTHERS HOLDINGS INC.  
745 7<sup>th</sup> Avenue  
New York, New York 10019

EQUITY OFFICE PROPERTIES MANAGEMENT  
CORP.  
2 N. Riverside Plaza, #1600  
Chicago, Illinois 60606

3101 PROPERTIES, L.L.C.  
80 State Street  
Albany, New York 12207

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF QUEENS

-----X  
ANITA BRYANT,

*Index No. 25563/05*

Plaintiff(s),

**COMBINED  
DEMANDS**

- against -

LEHMAN BROTHERS HOLDINGS INC., HENEGAN  
CONSTRUCTION CO., INC., 1301 PROPERTIES,  
L.L.C., and EQUITY OFFICE PROPERTIES  
MANAGEMENT CORP.,

Defendant(s).  
-----X

**COUNSELLORS:**

***PLEASE TAKE NOTICE***, that the undersigned hereby makes the following  
demands upon you, returnable at the office of the undersigned on the 13<sup>th</sup> day of  
February, 2006.

1. Demand for the Names and Addresses of all Witnesses;
2. Demand for Expert Information;
3. Demand for the Discovery and Inspection of any Statement by or on behalf of a Party Represented by the Undersigned;
4. Notice of Discovery and Inspection for Medical Information and Authorizations;
5. Notice of Discovery and Inspection of Photographs;
6. Notices of any liens and listings of all bills for medical providers submitted to Medicare/Medicaid; and
7. Demand for Income Tax Returns.
8. Demand for Collateral Source.

That, in lieu of the foregoing, you may submit readable photocopies of the aforesaid documents by mailing them to the Law Office of MICHAEL F.X. MANNING,



100 Baylis Road, Suite 300, P.O. Box 9093, Melville, New York 11747, on or before the date the documents are to be produced.

**DEMAND FOR THE NAMES AND ADDRESS OF WITNESSES**

***PLEASE TAKE FURTHER NOTICE***, that the undersigned hereby demands, pursuant to CPLR 3101(a), that you set forth in writing and under oath, the name and address of each person claimed by any party you represent, to be a witness to any of the following;

- (a) The occurrence alleged in the Complaint; or
- (b) Any acts, omissions or conditions which allegedly caused the occurrence alleged in the Complaint; or
- (c) Any actual notice allegedly given to defendant or any servant, agent or employee of defendant of any condition which allegedly caused the occurrence alleged in the Complaint; or
- (d) The nature and duration of any alleged condition which allegedly caused the occurrence alleged in the Complaint.

If no such witnesses are known to you, so state in the sworn reply to this Demand. The undersigned will object upon trial to the testimony of any witnesses not so identified.

**DEMAND FOR EXPERT INFORMATION**

***PLEASE TAKE FURTHER NOTICE***, that the undersigned hereby demands, pursuant to CPLR Section 3101(d), that you set forth, in writing and under oath, the following information for each party you represent, after each expert is retained and prior to filing a Note of Issue:

- (a) The name and business affiliation of each expert witness each party will call to testify at trial or whose opinion will be relied upon by any witness testifying at trial and the qualifications of each such expert in the field in which he will be offered to testify.
- (b) The substance of the facts and opinions on which each expert is expected to testify.
- (c) Each factual basis for said expert's opinion.
- (d) The dates of all oral and written reports provided by each expert.

If no such witnesses are known to you, so state in the sworn reply to this Demand. The undersigned will object upon trial to the testimony of any witness not so identified.

**DEMAND FOR THE DISCOVERY AND INSPECTION  
OF ANY STATEMENT BY OR ON BEHALF OF A  
PARTY REPRESENTED BY THE UNDERSIGNED**

***PLEASE TAKE FURTHER NOTICE***, that the undersigned demands, on behalf of the party it represents in this action, that pursuant to CPLR 3101(e) and 3120, you produce at the time and place herein specified, and permit the undersigned to discover, inspect and copy each and every statement made by or taken from such party and its agents, servants or employees now in your possession, custody or control or in the possession, custody or control of any party you represent in this action, if such statement in any manner bears on the issues in this action.

**NOTICE FOR DISCOVERY AND INSPECTION  
FOR MEDICAL INFORMATION, ETC.**

***PLEASE TAKE FURTHER NOTICE***, that pursuant Section 164.508 of the Federally mandated Health Insurance Portability and Accountability Act of 1996, (HIPAA), which became effective on April 14, 2003, all authorizations must be HIPAA compliant.

We hereby demand that you produce any and all HIPAA compliant authorizations **(form provided)** in addition to the authorizations demanded below.

***PLEASE TAKE FURTHER NOTICE***, that pursuant to Section 3101, et seq. (including Rule 3120) of the Civil Practice Law and Rules, you are required to produce and allow discovery to be made by this answering party of the following:

- (a) Copies of the medical reports of those physicians or other health providers who have previously treated, consulted or examined the party seeking recovery and who will testify in its behalf for any condition caused by or exacerbated by the occurrence alleged in the complaint. These shall include but not be limited to a detailed recital of the injuries and conditions as to which testimony will be offered at the trial of this action referring to and identifying those x-ray and technicians' reports which shall be offered at the trial of this action and the date of each such treatment, consultation and examination.
- (b) Duly executed and acknowledged written authorizations permitting this party to obtain and make copies of all hospital or other health care facility records including x-rays and technicians' reports as may be referred to and identified in the reports of that party's physicians and other health care providers.
- (c) Any and all other medical data (including CAT scans, MRI's, EEG's, EKG's, and other diagnostic tests) not hereinabove specifically referred to upon which you will rely upon or offer for consideration in the proceeding.
- (d) Any and all bills, invoices or receipts for treatment, medicines or appliances given for injuries or other physical conditions resulting from

the occurrence referred to in the Complaint.

- (e) Fully executed and acknowledged written authorizations to obtain and copy No-Fault medical and wage records of each plaintiff from the date of the occurrence alleged in the Complaint to present setting forth the name, address, claim number and policy number for each company to which a claim has been made.
- (f) Fully executed and acknowledged written authorizations to obtain and copy Worker's Compensation records of each plaintiff from the date of the occurrence alleged in the complaint to present setting forth the name, address, claim number and policy number for each company to which a claim has been made.
- (g) Fully executed and acknowledged written authorizations to obtain records of disability benefits pursuant to Social Security Laws of each plaintiff from the date of the occurrence alleged in the Complaint to present setting forth the name, address, claim number and policy number for each company to which a claim has been made.

**DEMAND FOR DISCOVERY AND INSPECTION OF PHOTOGRAPHS**

***PLEASE TAKE FURTHER NOTICE***, that the undersigned demands on behalf of the party it represents in this action, that pursuant to Section 3101 et seq., you produce at the time and place herein specified and permit the undersigned to discover, inspect and copy any and all photographs taken of the alleged scene or place of the occurrence and/or vehicles involved and complained of which are now in your possession, custody and control, or in the possession, custody and control of any party you represent in this action, if such photograph in any manner bears upon the issues in this action.

**DEMAND FOR NOTICES OF ANY LIENS AND LISTINGS OF ALL  
BILLS FOR MEDICAL PROVIDERS SUBMITTED TO MEDICARE/MEDICAID**

***PLEASE TAKE FURTHER NOTICE***, that the undersigned hereby demands, pursuant to CPLR Section 3101(a), that you set forth in writing and under oath, the following information for each party you represent, and prior to filing a Note of Issue, the following collateral source providers/potential lien holders:

- (a) Medicare/Medicaid;
- (b) Workers Compensation;
- (c) Health Insurance;
- (d) Disability; and
- (e) Health Care Provider.

**DEMAND FOR INCOME TAX RETURNS**

***PLEASE TAKE FURTHER NOTICE***, that the undersigned demands on behalf of the party it represents in this action that you produce at the time and place herein specified and permit the undersigned to discover, inspect and copy the complete Income Tax returns for each party who is claiming or has claimed reimbursement for lost income due to the occurrence alleged in the Complaint for a three (3) year period preceding the date of the occurrence as alleged in the complaint. If said complete returns are not available, the undersigned is to be furnished with full and complete authorizations to obtain same in a form accepted by the United States Department of Internal Revenue.

***PLEASE TAKE FURTHER NOTICE***, that all of the foregoing are continuing demands and that if any of the above items are obtained after the date of this Demand, they are to be furnished to the attorney for this party, pursuant to these demands.

**DEMAND FOR COLLATERAL SOURCE**

***PLEASE TAKE NOTICE***, that defendant requires that plaintiff produce for discovery, inspection and copying to undersigned counsel the following:

- (a) Any and all books, records, bills, insurance applications, insurance receipts, cancelled checks, copies of checks and any and all other records pertaining to collateral source reimbursement received by plaintiff or on behalf of plaintiff for the special damages alleged in the instant claim including, but not limited to, records of any person, institution, facility or government agency which has provided or will provide any reimbursement.

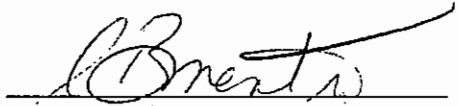
***PLEASE TAKE FURTHER NOTICE***, that in the event any of the requested documents and/or items do not exist, a verified statement to that effect is to be served on the undersigned on or before the aforesaid return date.

***PLEASE TAKE FURTHER NOTICE***, that this is a continuing demand notice and in the event any of the requested documents and/or items are obtained after the aforesaid return date, same are to be furnished to the undersigned within thirty (30) days after receipt.

***PLEASE TAKE FURTHER NOTICE***, that upon the failure to produce the requested documents and/or items on the date and at the time and place demanded, a Motion will be made for the appropriate relief.

Dated: February 10, 2006  
Melville, New York

Yours, etc.,

  
**ANNA-LISA BONVENTRE**  
The Law Office of  
MICHAEL F.X. MANNING  
Attorneys for Defendants  
**LEHMAN BROTHERS HOLDINGS  
INC.**  
100 Baylis Road, Suite 300  
P.O. Box 9093  
Melville, New York 11747  
(631) 577-7200

TO:

LAW OFFICES OF NEIL MOLDOVAN, P.C.  
Attorneys for Plaintiff  
One Old Country Road, Suite 270  
Carle Place, New York 11514  
(516) 294-3300

LEHMAN BROTHERS HOLDINGS INC.  
745 7<sup>th</sup> Avenue  
New York, New York 10019

EQUITY OFFICE PROPERTIES MANAGEMENT  
CORP.  
2 N. Riverside Plaza, #1600  
Chicago, Illinois 60606

3101 PROPERTIES, L.L.C.  
80 State Street  
Albany, New York 12207

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF QUEENS

-----X  
ANITA BRYANT,

*Index No. 25563/05*

Plaintiff(s),

- against -

**REQUEST FOR  
SUPPLEMENTAL  
DEMAND**

LEHMAN BROTHERS HOLDINGS INC., HENEGAN  
CONSTRUCTION CO., INC., 1301 PROPERTIES,  
L.L.C., and EQUITY OFFICE PROPERTIES  
MANAGEMENT CORP.,


Defendant(s).  
-----X

**COUNSELLORS:**

Pursuant to CPLR §3017(c) within fifteen (15) days from the date of service of  
this request, you are hereby required to set forth the total damages to which plaintiff(s)  
deems himself/herself entitled and list same separately for each cause of action

Dated: February 10, 2006  
Melville, New York

Yours, etc.,

  
**ANNA-LISA BONVENTRE**

The Law Office of  
MICHAEL F.X. MANNING  
Attorneys for Defendants  
**LEHMAN BROTHERS HOLDINGS  
INC.**

100 Baylis Road, Suite 300  
P.O. Box 9093  
Melville, New York 11747  
(631) 577-7200

TO:

LAW OFFICES OF NEIL MOLDOVAN, P.C.  
Attorneys for Plaintiff  
One Old Country Road, Suite 270  
Carle Place, New York 11514  
(516) 294-3300

LEHMAN BROTHERS HOLDINGS INC.  
745 7<sup>th</sup> Avenue  
New York, New York 10019

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2 N. Riverside Plaza, #1600  
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80 State Street  
Albany, New York 12207

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF QUEENS

-----X  
ANITA BRYANT,

*Index No. 25563/05*

Plaintiff(s),

**NOTICE OF  
EXAMINATION  
BEFORE TRIAL**

- against -

LEHMAN BROTHERS HOLDINGS INC., HENEGAN  
CONSTRUCTION CO., INC., 1301 PROPERTIES,  
L.L.C., and EQUITY OFFICE PROPERTIES  
MANAGEMENT CORP.,

Defendant(s).  
-----X

**COUNSELLORS:**

**PLEASE TAKE NOTICE**, that pursuant to Article 31 of the Civil Practice Law and Rules, the testimony upon oral examination of all adverse parties will be taken before a Notary Public who is not an attorney, or employee of an attorney, for any party or prospective party herein and is not a person who would be disqualified to act as a juror because of interest or because of consanguinity or affinity to any party herein at time and place stated below:

BARRISTER REPORTING  
88-36 Sutphin Blvd.  
Jamaica, New York 11435

on the 22<sup>nd</sup> day of May, 2006, at 10:00 o'clock in the forenoon of that day with respect to evidence material and necessary in the defense of this action.

That the said person to be examined is required to produce at such examination all papers, records and other data pertaining to this matter.

Dated: February 10, 2006  
Melville, New York



Yours, etc.,



**ANNA-LISA BONVENTRE**

The Law Office of  
MICHAEL F.X. MANNING  
Attorneys for Defendants  
**LEHMAN BROTHERS HOLDINGS  
INC.**

100 Baylis Road, Suite 300  
P.O. Box 9093  
Melville, New York 11747  
(631) 577-7200

TO:

LAW OFFICES OF NEIL MOLDOVAN, P.C.  
Attorneys for Plaintiff  
One Old Country Road, Suite 270  
Carle Place, New York 11514  
(516) 294-3300

LEHMAN BROTHERS HOLDINGS INC.  
745 7<sup>th</sup> Avenue  
New York, New York 10019

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CORP.  
2 N. Riverside Plaza, #1600  
Chicago, Illinois 60606

3101 PROPERTIES, L.L.C.  
80 State Street  
Albany, New York 12207

**ANNA-LISA BONVENTRE**, affirms as follows:

I am an attorney-at-law admitted to practice in the Courts of the State of New York, and I am the attorney representing defendant **LEHMAN BROTHERS HOLDINGS INC.**, in the within action, and as such, I am fully familiar with all the facts and circumstances therein.

That the foregoing Verified Answer is true to the knowledge of affirmant, except as to those matters therein stated to be alleged upon information and belief, and that as to those matters he believes it to be true.

Affirmant further states that the sources of his knowledge and information are reports of investigations, conversations, writings, memoranda and other data concerning the subject matter of the litigation.

The undersigned attorney affirms that the foregoing statements are true, under the penalties of perjury and pursuant to Rule 2106 of the C.P.L.R.

Dated: February 10, 2006  
Melville, New York

  
**ANNA-LISA BONVENTRE**

**Certification**

I hereby certify that, to the best of my knowledge, information and belief, the presentation of **VERIFIED ANSWER TO VERIFIED COMPLAINT, REQUEST FOR SUPPLEMENTAL DEMAND, DEMAND FOR BILL OF PARTICULARS, COMBINED DEMANDS, NOTICE OF EXAMINATION BEFORE TRIAL** and the contentions therein are not frivolous as defined in Subsection (c) of Section 130-1.1 of the Rules of the Chief Administrator (22NYCRR).

Dated: February 10, 2006  
Melville, New York

  
ANNA-LISA BONVENTRE

SUPREME COURT STATE OF NEW YORK  
COUNTY OF QUEENS

Index No. : 25563/05

ANITA BRYANT,

Plaintiff(s),

-against-

LEHMAN BROTHERS HOLDINGS INC., HENEGAN  
CONSTRUCTION CO., INC., 1301 PROPERTIES, L.L.C.,  
AND EQUITY OFFICE PROPERTIES MANAGEMENT CORP.,

Defendant(s).

... and third-party action

ANSWER TO AMENDED VERIFIED COMPLAINT AND VARIOUS DISCOVERY DEMANDS

*The Law Offices of*  
*MICHAEL F.X. MANNING*

Attorneys for Defendants  
LEHMAN BROTHERS HOLDINGS INC.

Office & P.O. Address

100 Baylis Road, Suite 300  
P.O. Box 9093  
Melville, New York 11747-9093

Tel. No.: (631) 577-7200  
Fax No.: (631) 577-7155

TO:

FEB 13 2009

Service of a copy of the within

Dated:

Attorney(s) for

NOTICE OF ENTRY:

PLEASE TAKE NOTICE that the within is a true copy of an order entered in office of the Clerk of the above  
Court on the \_\_\_\_ day of \_\_\_\_ 200 \_\_\_\_.

NOTICE OF SETTLEMENT:

PLEASE TAKE NOTICE that the within proposed order will be presented for settlement and entry at the  
Courtroom on the \_\_\_\_ day of \_\_\_\_ 200 \_\_\_\_ , at 10:00 a.m. at the office of the Clerk of the Part of this Court  
where the within described motion was heard.

Dated:

Melville, New York

Law Offices  
MICHAEL F.X. MANNING  
Attorneys for Defendant(s)  
As Designated Above